

Humbert Asphalt, Inc.

84899 HWY 11

MILTON-FREEWATER, OR 97862

Phone: (541) 938-3174

Fax: (541) 938-5001

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of September 10, 2002 by
City of Elgin of PO Box 128 Elgin, OR 97827
and **Humbert Asphalt, Inc.** of 84899 Hwy 11, Milton-Freewater, Oregon 97862. In this Contract, the party
who is contracting to receive services will be referred to as City of Elgin and the
party who will be providing the services will be referred to as **Humbert Asphalt, Inc.**

1. DESCRIPTION OF SERVICES. Humbert Asphalt, Inc. will provide the following services:

Project: RFP-BALTIMORE

To overlay Baltimore Street from 3rd to west of 10th Street.

Bid Based on approximately 2000 LF x 24' with 1 to 1 1/2 foot shoulders.

1: To cut existing shoulder and pick up all sod and weeds, widen street on each side, wide enough
for 12 foot of asphalt and 1 foot to 1 1/2 foot of gravel shoulder.

2: To clean, tack and place a 2" asphalt overlay on existing street and widen both drive lanes
to 12 foot. As per estimate # 975 dated 7/11/02

Plus the Optional on the railroad tracks

2. CONTRACT PRICE. Humbert Asphalt, Inc. agrees to perform all work required for a total consideration of

Forty-Five thousand seven hundred & no/100 \$45,700.00, which amount will include
Washington State Sales Tax of N/A \$0.00

if the work is being performed in the State of Washington, if not being performed in the State of Washington, then no
Sales Tax will apply. Additions and deductions to the contract price stated in the preceding sentence may be made by
change order as provided in the contract documents. The resulting sum may hereafter be referred to as "the Contract
price" or "the Contract sum". The Contract price is the full and total consideration to the Contractor for the Contractors
full and complete performance of its obligations under the Contract documents and is the total amount payable by the
Owner to the Contractor for the performance of the work under the Contract documents. Late charges of 1.5%
after 30 Days will be charged if the Contract is not paid in full upon completion.

3. CHANGES. Owner may authorize changes in the work, issue additional instructions, require additional work, or
direct omission of work previously order; provided, however that CONTRACTOR SHALL NOT PROCEED WITH
ANY CHANGE WITHOUT PRIOR WRITTEN OR ORAL AUTHORIZATION (A "CHANGE ORDER") FROM
THE AUTHORIZED REPRESENTATIVE OF THE OWNER. The Owner shall not be obligated to pay for changes
except as set forth in a signed or oral change order.

4. NOTICE: Any written notice required by the terms of the Contract documents may be served upon the Owner by
registered mail addressed to:

City of Elgin
PO Box 128
Elgin, Oregon 97827

Any written notice required by the terms of the Contract documents may be served upon the Contractor by registered mail addressed to:

Humbert Asphalt, Inc.
84899 Hwy 11
Milton-Freewater, OR 97862

5. TERM/TERMINATION. This Contract will be terminated upon completion of services and upon final payment.

6. CONFIDENTIALITY. Humbert Asphalt, Inc., and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of **Humbert Asphalt, Inc.**, or divulge, disclose or communicate in any manner any information that is proprietary to City of Elgin
Humbert Asphalt, Inc. and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

7. WARRANTY. Humbert Asphalt, Inc. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in **Humbert Asphalt, Inc.**'s community and region, and will provide a standard care equal to or superior to care used by service providers similar to **Humbert Asphalt, Inc.** on similar projects. **Humbert Asphalt, Inc.** warrants all materials and workmanship for a period not to exceed (1) One full year upon completion.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there will be no other promises or conditions unless changes are made in written form or oral agreement between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. ACCEPTANCE OF CONTRACT. If you agree to our prices and would like us to proceed with this Contract agreement, please sign and send all copies of Contract and estimates back to **Humbert Asphalt, Inc.**, at 84899 Hwy 11 Milton-Freewater, OR 97862. One copy fully executed agreement will be sent back to you. If you have any questions please feel free to contact us at (541) 938-3174.

OWNER ACCEPTANCE

Jim Gault for City of Elgin
Owner Signature
Administrator
Title
Sept 11 - 2002
Date

CONTRACTOR

Don Humbert Humbert Asph
Contractor Signature
Pres
Title
Sept 11 - 2002
Date

NOTICE OF RIGHT TO LIEN

Warning: Read this notice.
Protect yourself from paying any contractor or supplier
Twice for the same service.

To: City of Elgin
(Owner)

Date of mailing: September 10, 2002

PO Box 128

Elgin, OR 97827
(Owner's address)

This is to inform you that Humbert Asphalt, Inc. (name of contractor)
will provide as per estimate # 975 dated 7/11/02

(description of materials, labor or services) ordered by City of Elgin, Oregon

for improvements to property you own. The property is located at Baltimore Street in Elgin

A lien may be claimed for all materials, equipment, labor and services furnished after a date that is eight days, not including Saturdays, Sundays, and holidays, as defined in ORS 187.010, before this notice was mailed to you. Even if you or your mortgage lender have made full payment to the contractor who ordered these materials or services, your property may still be subject to a lien unless the supplier providing this notice is paid.

THIS IS NOT A LIEN. It is a notice sent to you for your protection in compliance with the construction lien laws of the State of Oregon.

This notice has been sent to you by:

Name: Humbert Asphalt, Inc.

Address: 84899 Hiway 11, Milton-Freewater, OR 97862

Phone: (541) 938-3174

*If you have any questions about this notice, feel free to call us.
See reverse side for more important information about how to protect yourself.*

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Oregon's laws, those who work on your property or provide labor, equipment, services or materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors, materials supplies, rental equipment suppliers, service providers or laborers, or neglects to make other legally required payments, the people who are owed money can look to your property for payment, *even if you have paid your contractor in full.*

The law states that all people hired by a contractor to provide you with materials, equipment, labor or services must give you a *Notice of Right to a Lien* to let you know what they have provided.

How to protect yourself

- When you pay your contractor for materials, labor, equipment or services, you should consider making your checks payable *jointly* to the contractor and whomever sent you a Notice of Right of a Lien.
- You can ask for a statement of the reasonable value of the materials, labor, equipment or services provided to your project from everyone who sends you a *Notice of Right to a Lien*. If the information is not provided in a timely manner, the sender of the *Notice of Right to a Lien* may still be able to record a construction lien, but is not entitled to attorney fees.
- Consider using the services of an escrow agent to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when disbursing payments.
- Contact a title company about obtaining a title policy that will protect you from construction lien claims.
- As your contractor, lending institution and architect what precautions, if any, they will take to protect your project from construction liens.
- Get evidence that your contractor and those who have sent you a *Notice of Right to a Lien* have been paid or have waived all their construction lien rights.
- Have a written contract with your contractor. A written contract is required for construction projects greater than \$2,500.
- Review the Summary of Oregon Homebuilder's Laws which your contractor must provide to you before work is begun on your residential project.
- Call the Construction Contractors Board (CCB) and confirm that your contractor is registered. **The law requires all construction businesses to be registered.** Should you have a dispute with your contractor, you may be able to file a claim with the CCB and be reimbursed with the contractor's bond. (The bond, however, may be insufficient to reimburse you in full.) For more details about help available through the agency, write to the CCB at PO Box 14140, Salem OR 97309-5052 or call them at 503/378-4621.
- Consult an attorney. If you do not have an attorney, consider contacting the Oregon State Bar referral service at 503/684-3763 or 1-800-452-7636.

Signing this Information Notice indicates only that you have received it. Your signature does not, in anyway, give your contractor or those who provide material, labor, equipment or services any additional rights to place a lien on your property.

Job Site Address Baltimore Street in Elgin, Oregon

This Notice was Furnished by:

Humbert Asphalt, Inc.
(Contractor)
0116200
(CCB #) (Date)

Received by:

City of Elgin
(Owner(s))
Sept 11, 2002
(Date)